

When recorded, return to:
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Salt Lake City, Utah 84111

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Book - 10972 Pg - 8865-8870
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
W MICHAEL BLACK
NINE EXCHANGE PLACE STE 600
SALT LAKE CITY UT 84111
BY: TCA, DEPUTY - WI 6 P.

RIGHT OF WAY AND UTILITY EASEMENT AGREEMENT

THIS RIGHT OF WAY AND UTILITY EASEMENT AGREEMENT (this “**Agreement**”) is made and executed June 30th, 2020 (the “**Effective Date**”), by and between Kevin B. Dolan, an individual (“**Grantor**”), and Covent Garden Holdings LLC, a Utah limited liability company (“**Grantee**”). Grantor and Grantee are sometimes referred to herein individually as “**Party**” and collectively as “**Parties.**”

RECITALS

A. Grantor owns certain real property (“**Grantor Property**”) located in Salt Lake County, Utah, as more particularly described on **Exhibit A**, attached hereto and incorporated herein by this reference.

B. Grantee owns certain real property (“**Grantee Property**”) located in Salt Lake County, Utah, as more particularly described on **Exhibit B**, attached hereto and incorporated herein by this reference.

C. Grantor desires to grant Grantee and access and utility easement on a portion of Grantee’s Property as more particularly described on **Exhibit C** and as depicted on **Exhibit D**.

TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:


1. **Grant of Access Easement.** Grantor, as the owner of the Grantor Property, hereby conveys to Grantee, as the owner of the Grantee Property, and its agents, invitees, and guests (“**Grantor’s Agents**”), a perpetual, non-exclusive easement on, over, across and through the portion of the Grantor Property more particularly described on **Exhibit C**, and depicted on **Exhibit D** (such area, the “**Easement Area**”), for the purpose of providing free, continuous and uninterrupted access and use for vehicular, pedestrian and other ingress and egress.

2. **Grant of Utility Easement.** Grantor, as the owner of the Grantor Property, hereby conveys to Grantee, as the owner of the Grantee Property, and Grantor’s Agents, a perpetual, non-exclusive easement, on over, across, under and through the Easement Area, to locate, survey, upgrade, expand, entrench, maintain, repair, replace, protect, inspect and operate below ground utility lines serving the Grantee Property.

3. **Covenants Run with Land.** The easements and obligations imposed hereunder shall be appurtenant to the Grantor Property and the Grantee Property and shall be covenants running with the land and shall be binding upon the owner of the Grantor Property and the Grantee Property and their successors-in-title.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

GRANTOR:

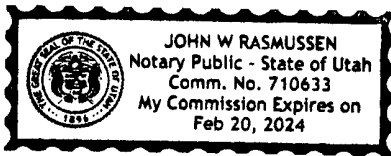



Kevin B. Dolan

STATE OF UTAH)
 :SS
COUNTY OF Salt Lake)

On June 1, 2020, before me, a notary public in and for the State of Utah, personally appeared Kevin B. Dolan, who acknowledged his identity to me, executed the foregoing instrument on his own behalf.

WITNESS my hand and official seal.






Notary Public for Utah

GRANTEE:

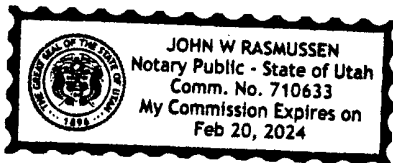
Covent Garden Holdings, LLC


By: 
Name: MATTHEW KELLY
Title: MANAGER

STATE OF UTAH)
 :SS
COUNTY OF Salt Lake)

On July 1, 2020, before me, a notary public in and for the State of Utah, personally appeared Matthew Kelly, who represented to me that he is a Manager of Covent Garden Holdings, LLC, that he executed the foregoing instrument in his capacity as a Manager of Covent Garden Holdings, LLC.

WITNESS my hand and official seal.





Notary Public for Utah




EXHIBIT A

(Grantor Property)

BEGINNING AT A POINT WHICH IS 1476.75 FEET SOUTH 89°36'28" WEST FROM THE EAST QUARTER CORNER SECTION 11, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE AND MERIDIAN, THENCE SOUTH 277.89 FEET, THENCE WEST 156.75 FEET, THENCE NORTH 277.89 FEET, THENCE EAST 156.75 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING ANY PORTION LYING WITHIN THE BOUNDS OF 14600 SOUTH STREET.

Parcel No. 33-11-400-006

②

EXHIBIT B

(Grantee Property)

Beginning at a point which is South 277.89 feet and South 89°36'28" West 1,320 feet, more or less, from the East quarter corner of Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 00°05'10" West 1,042.11 feet; thence South 89°36'28" West 209.00 feet; thence North 00°05'10" East 1,042.11 feet; thence North 89°36'28" East 209.00 feet to the point of beginning.

TOGETHER WITH AND SUBJECT TO the following described right-of-way over, upon and across the following described tract of land, which right-of-way shall inure to the benefit of the land bordering on the West; to-wit:

Commencing at a point which is South 89°36'28" West 1,451.75 feet from the East quarter corner of said Section 11, and running thence South 89°36'28" West 50.00 feet; thence South 0°05'10" West 277.89 feet, more or less, to the North boundary of the above-described tract; thence South 89°36'28" West 27.25 feet along said North boundary to the Northwest corner of said tract; thence South 0°05'10" West 50.00 feet along the West boundary of said tract; thence North 89°36'28" East 77.25 feet; thence North 0°05'10" East 327.89 feet, more or less, to the point of beginning.

EXCEPT the following described tract, to-wit:

Beginning at the Northeast corner of the above-described tract of land, at a point South 89°36'28" West 1,320 feet along the quarter section line and South 277.89 feet from the East quarter corner of said Section 11, and running thence South 89°36'28" West 14.72 feet along the North boundary of the above-described tract; thence South 2°22'12" East 343.46 feet to the East boundary of the above-described tract; thence North 0°05'10" East 343.27 feet along said East boundary line to the point of beginning.

Tax Parcel No. 33-11-400-021

①
②

EXHIBIT C

(Easement Agreement)

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS, AND THE LOCATION OF ABOVE GROUND AND BELOW GROUND PUBLIC UTILITIES. SAID EASEMENT IS SITUATED IN PARCEL 33-11-400-006 WHICH IS RECORDED AS ENTRY NO. 10186395, BOOK 9500, PAGE 8172-8173 OF SALT LAKE COUNTY RECORDS, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, STATE OF UTAH. SAID EASEMENT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE NORTHEAST CORNER OF SAID PARCEL WHICH IS SOUTH 89°36'28" WEST A DISTANCE OF 1,476.75 FEET ALONG THE CENTER SECTION LINE FROM THE EAST QUARTER CORNER OF SAID SECTION AND RUNNING THENCE SOUTH 00°05'10" WEST A DISTANCE OF 277.89 FEET ALONG THE EAST BOUNDARY OF SAID PARCEL TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE ALONG SOUTH BOUNDARY OF SAID PARCEL SOUTH 89°36'28" WEST A DISTANCE OF 25.00 FEET; THENCE LEAVING SAID SOUTH BOUNDARY NORTH 00°05'10" EAST A DISTANCE OF 277.89 FEET TO THE NORTH BOUNDARY OF SAID PARCEL AND TO SAID CENTER SECTION LINE; THENCE ALONG THE NORTH BOUNDARY OF SAID PARCEL NORTH 89°36'28" EAST A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

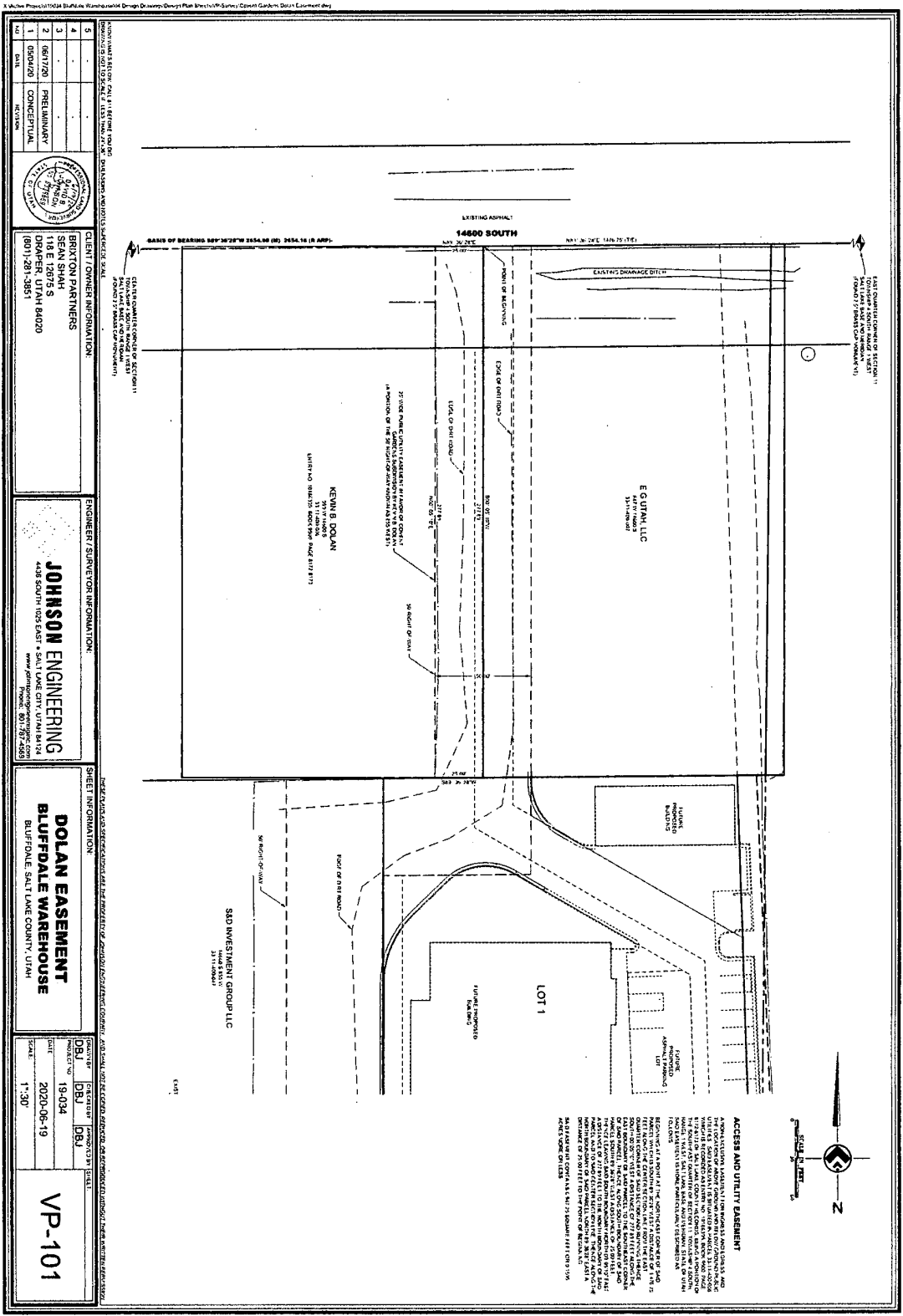
SAID EASEMENT CONTAINS 6,947.25 SQUARE FEET OR 0.1595 ACRES MORE OR LESS.



- Will PAVE 1/2 ADD CUTOUTS.
 - PER CITY REQUESTS.

EXHIBIT D

(Map of Easement)



<p>NO. DATE DESCRIPTION</p> <p>1 06/09/20 PRELIMINARY CONCEPTUAL DESIGN</p>	
<p>CLIENT OWNER INFORMATION</p> <p>BRITTON PARTNERS 118 E 1202 S DRAPER UTAH 84020 (801) 281-3851</p>	
<p>ENGINEER SURVEYOR INFORMATION</p> <p>JOHNSON ENGINEERING 448 SOUTH 1102 EAST • SALT LAKE CITY, UTAH 84114 www.johnsonengineering.com PHONE: (801) 487-3500</p>	
<p>SHEET INFORMATION</p> <p>DOLAN EASEMENT BLUFFDALE WAREHOUSE BLUFFDALE, SALT LAKE COUNTY, UTAH</p>	
<p>PROJECT NO. DBJ 19-024</p> <p>DATE 2020-06-19</p> <p>SCALE 1"=30'</p>	<p>DESIGNED BY DBJ</p> <p>DRAWN BY DBJ</p> <p>CHECKED BY DBJ</p>
<p>VP-101</p>	

[Handwritten signature]